

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Civ. Action No. 14-00029-AB

Plaintiffs,

v.

National Football League and
NFL Properties LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
MARIO HAGGAN

PETITION TO ESTABLISH ATTORNEY'S LIEN

AND NOW come Petitioner, Bruce W. Steckler from Steckler Wayne Cherry & Love PLLC (hereinafter "SWCL"), pursuant to an executed Agreement for Legal Services ("Agreement") to petition and states as follows:

1. Petitioner is an attorney at law admitted to practice before the courts of Pennsylvania and files this Petition to establish a lien for attorneys' fees as set forth hereinafter.

2. On or about May 28, 2016, Plaintiff, Mario Haggan retained Steckler Wayne Cherry & Love PLLC (formerly Steckler Gresham Cochran PLLC) pursuant to the Agreement to pursue a claim for injuries and damages allegedly caused by the National Football League's conduct associated with football-related concussions and head and brain injuries.

3. The Retainer Agreement contains the following terms:

- “The undersigned “Client”, [Mario Haggan], agrees to retain Bruce W. Steckler, R. Dean Gresham, and Stuart L. Cochran, “Attorneys” for any claims Client may have against the National Football League and NFL Properties LLC, successor-in-interest to NFL Properties, Inc. in connection with the National Football League Concussion Litigation (*In re National Football League Players’ Concussion Injury Litigation*) or the settlement thereof, or against any other person or entity for injuries or damages sustained by Client as a result of playing in the National Football League (the “Claims”).”
- “Attorneys agree to handle such Claims on the following basis:
 - For any gross proceeds obtained on behalf of Client, Client shall pay and hereby assigns Attorneys 30% of gross proceeds.
 - **No fee shall be owed by Client to Attorneys if no recovery is obtained.**

The term “gross proceeds” shall include the total fair market value of all monies and/or property recovered.”

- “In addition to legal services, the Attorneys will advance on Client’s behalf reasonable expenses necessary and appropriate to developing Client’s Claim. **These expenses are to be repaid by Client from Client’s share of the recovery at the end of the case. But if there is no recovery, the Client will not be responsible for repayment of such expenses.** The Attorneys are authorized to incur those expenses they deem reasonable and necessary to accomplish a satisfactory resolution of the Claims and shall advance those expenses as incurred. Said expenses may include, but may not be limited to, medical testing for the Client, investigation, travel and lodging, expert witness fees, consultant fees, and expenses relating to making a Claim against the settlement fund. **Attorneys will make their reasonable best efforts to minimize expenses such that Client’s share of the recovery is not unduly diminished.**”
- “Client can terminate this Agreement with or without good cause. If Client terminates this Agreement for good cause, no Attorneys’ fee is owed, but Attorneys will have a lien for expenses and costs advanced on Client’s behalf. If Client terminates this Agreement *without* good cause or retains other attorneys in place of Attorneys, Clients are obligated to immediately repay Attorneys all disbursements incurred or advanced by Attorneys, and Attorneys shall be due the 30% of gross proceeds due Attorneys at the conclusion of the case.”
- “Client will keep Attorneys reasonably advised of Client’s whereabouts, cooperate in case preparation and be present on reasonable notice for any necessary appearances. Attorneys agree to keep Client reasonably informed of the progress of Client’s Claims.”

4. When SWCL entered into a contract with Plaintiff, it entered into the risk and expense of the litigation before any settlement discussion had been held.

5. From the date Petitioners were authorized to proceed on behalf of Plaintiff, Petitioners have actively and diligently applied themselves to the investigation, preparation, and pursuit of Plaintiff's claims, and have taken all steps necessary to prosecute those claims, document Plaintiff's diagnoses, retrieve medical records, and continue to pursue the best interests of Plaintiff in this matter. In addition, within the settlement program specifically, SWCL filed two Monetary Award claims, researched, prepared, and fought an appeal for a denial on Plaintiff's Monetary Award claim, and coordinated Plaintiff's Baseline Assessment Program testing.

6. The specific services performed required expenses incurred by Petitioners.

7. On February 9, 2017, SWCL registered Plaintiff for the NFL Concussion Settlement Program.

8. On December 13, 2022, the Claims Administrator informed SWCL that Plaintiff has retained alternative counsel. Plaintiff discharged Petitioners as his attorneys in this matter, after all expenses were incurred.

9. Plaintiff did not terminate SWCL due to any malfeasance or other improper action.

10. SWCL claims the right to have a lien for attorneys' fees and expenses established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Plaintiff in this action.

WHEREFORE, the Petitioner prays:

1. That an attorney's lien be established;
2. That the amount of the lien be determined;

3. That the Court order that SWCL be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
4. That the Defendant or the Defendant's insurer be prohibited from paying to the Plaintiff's any sums of money until said lien has been satisfied; and
5. For such other further relief as this Court deems just.

Dated: January 4, 2023

Respectfully submitted,

STECKLER WAYNE CHERRY & LOVE PLLC

/s/ Bruce W. Steckler

Bruce W. Steckler
Texas Bar No. 00785039
bruce@swclaw.com
12720 Hillcrest Rd.
Suite 1045
Dallas, Texas 75230
Telephone: (972) 387-4040
Facsimile: (972) 387-4041

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Petition Establishing Attorney's Lien* was served on all counsel of record via the Court's ECF system on January 4, 2023.

/s/ Bruce W. Steckler

Bruce W. Steckler